

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

03/12/2025

Clerk of the Court

BY: MARIVIC VIRAY

Deputy Clerk

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Attorneys For Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

CGC-25-623255

ALEX ANDRADE, CYNTHIA HANN,
ROBERT HARRISON, REBECCA HOOTS,
HENRY HOWARD, LEANNE KEEN,
KATRINA LINCOLN, ANGEL LIU, EUGENE
NOBLE, MARCUS RANSBURG, KEVIN
SAM,

Plaintiffs,

V.

KNOX SRO LLC, TENANTS AND OWNERS
DEVELOPMENT CORPORATION, JOHN
STEWART COMPANY, JOHN ELBERLING,
INDIVIDUALLY AND AS MANAGER, AND
AS AND DOES 1-20,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

- 1. Negligence**
- 2. Breach of Contract**
- 3. Breach of the Implied Warranty of Habitability**
- 4. Violation of Statute (Civil Code §§ 1941.1, 1941.3, 1942.4, Health & Safety Code 17920.3)**
- 5. Retaliation in Violation of Statute (Civil Code 1942.5)**
- 6. Unfair Business Practices in violation of Bus. & Professions Code § 17200**
- 7. Violation of Health and Safety Code § 13260**
- 8. Nuisance**
- 9. Violation the San Francisco Residential Rent Stabilization Ordinance §37.3**
- 10. Violation of the San Francisco Residential Rent Stabilization Ordinance §37.10B**

DEMAND FOR JURY TRIAL

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THE PARTIES

1. Plaintiff ALEX ANDRADE is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #305B at 241 6TH Street, in the City of San Francisco (“PREMISES”).

2. Plaintiff CYNTHIA HANN is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #610 of the PREMISES.

3. Plaintiff ROBERT HARRISON is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #705A of the PREMISES.

4. Plaintiff HENRY HOWARD is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #411 of the PREMISES.

5. Plaintiff REBECCA HOOTS is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #704B of the PREMISES.

6. Plaintiffs LEANNE KEEN is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #401A of the PREMISES.

7. Plaintiff KATRINA LINCOLN is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #704A of the PREMISES.

8. Plaintiff ANGEL LIU is an individual and a resident of the City and County of San Francisco. She is a current residential tenant of unit #703B of the PREMISES.

9. Plaintiff EUGENE NOBLE is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #207 of the PREMISES.

10. Plaintiff KEVIN RANSURG is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #302A of the PREMISES.

11. Plaintiff KEVIN SAM is an individual and was at all times relevant times a lawful residential tenants and current tenant in unit #302B of the PREMISES.

12. All the above Plaintiffs are collectively referred to herein as PLAINTIFFS.

13. On information and belief, and on that basis, PLAINTIFFS allege that Defendant KNOX SRO LLC (hereinafter, “KNOX SRO”) is a limited liability company and is the owner/manager of the PREMISES at all times relevant to this Complaint.

1 14. On information and belief, and on that basis, PLAINTIFFS allege that Defendant
2 TENANTS AND OWNERS DEVELOPMENT CORPORATION (hereinafter, "TODCO"), is a
3 non-profit organization, is the owner/manager/operator of the PREMISES at all times relevant.

4 15. On information and belief, and on that basis, PLAINTIFFS allege that Defendant JOHN
5 STEWART COMPANY (hereinafter, "JOHN STEWART"), is a duly formed corporation in the
6 State of California and is the property manager of the PREMISES at all times relevant.

7 16. DEFENDANT JOHN ELBERLING ("ELBERLING") is an individual who, on
8 information and belief, and on that basis, PLAINTIFFS allege, is the sole
9 owner/operator/member of KNOX SRO and TODCO.

10 17. Defendant ELBERLING participates in the day-to-day operation of KNOX SRO and
11 TODCO, including the hiring of the defendant JOHN STEWART COMPANY to assist him in
12 his management of the KNOX SRO's day-to-day operations.

13 18. Each act of each Defendant complained of herein was committed within the scope of the
14 said agency, employment, or representation.

15 19. All the above Defendants are collectively referred to herein as DEFENDANTS.

16 20. The true names and capacities of the DEFENDANTS sued as Does are currently
17 unknown to Plaintiffs.

18 21. Once PLAINTIFFS discovers the true names and capacities of DEFENDANTS sued as
19 Does, PLAINTIFFS will amend the Complaint to reflect the true names and capacities of those
20 Defendants.

21 22. In committing the acts complained of herein, each DEFENDANTS acted as an authorized
22 agent, employee, or some other representative capacities of each other DEFENDANTS.

23 **JURISDICTION AND VENUE**

24 23. This court is the proper court because the making of the written or oral contract or
25 agreement (a lease), which is the subject of this action, occurred exclusively within the
26 jurisdictional area of the City and County of San Francisco.

27 24. Further, PLAINTIFFS' damages had arisen within the jurisdictional area of the City and
28 County of San Francisco.

1 25. PLAINTIFFS have suffered damages which include but are not limited to property loss,
2 bodily injury, loss of services, loss of use and emotional distress in amounts to be demonstrated
3 by proof at the time of trial. Each loss was proximately caused by DEFENDANTS' acts and/or
4 omissions and those of their employees, agents and representatives.

5 26. In committing the acts complained of herein, DEFENDANTS acted willfully and with
6 malice, oppression, and bad faith, intending by their acts to cause PLAINTIFFS to involuntarily
7 vacate their unit on the PREMISES and/or sustain other damages. PLAINTIFFS are entitled to
8 recover punitive damages to the extent allowable by law.

9 **RELEVANT BACKGROUND**

10 27. At all times relevant, PLAINTIFFS' tenancies at the were secured by a lease agreement.

11 28. Implied in the lease agreement was the warranty of habitability and the covenant of quiet
12 use and enjoyment.

13 29. At the PLAINTIFFS entered to possession of their respective units at the PREMISES,
14 and thereafter during their tenancies, there existed and continued to exist certain defects in the
15 PREMISES not caused by PLAINTIFFS which rendered the PREMISES uninhabitable for
16 human occupancy.

17 30. These defects include rampant and uncontrolled infestation of roaches, mice, bed bugs,
18 gnats, mold and mildew and the lack of building and unit safety and security. PREMISES suffer
19 bites from these rodents and bugs. Many of the units lack the proper carbon monoxide monitor.

20 31. With respect to the safety and security, the PREMISES the PLAINTIFFS' respective unit
21 can be accessed by strangers who enter at will and in some instances, would steal the
22 PREMISES personal belonging.

23 32. Furthermore, the windows do not lock.

24 33. In many instances, private or public bathrooms are unusable in that the plumbing are
25 defective in delivering water and drainage.

26 34. In fact, the shower stalls have several inches of standing water.

27 35. In one instance, the standing water appears long-standing as it is black in color, causing
28 an infection to some of the PLAINTIFFS.

36. Urine flows through the wall and into PLAINTIFFS' living quarters.

37. In some cases, the lease of the units include stove and refrigerators, but they have long been broken but management refused to replace them.

38. Broken appliances such as stove and heater that are not repaired.

39. The smell of the mold is pervasive in the hallway even though they emanate from within each unit, despite PLAINTIFFS' best efforts to clean and self-remediate in the absence of any management response to their complaints.

40. PLAINTIFFS suffered ill-effects from inhaling mold inside their unit.

41. The units have poor air circulation and black mold such that PLAINTIFFS suffer from shortness of breath and other respiratory illnesses.

42. Outside PLAINTIFFS' respective units, rats run rampant.

43. In addition, the laundry machines have roaches in them and cannot be used, but they are generally broken.

44. PLAINTIFFS had to throw out their clothes and other belongings due to the insect infestation.

45. PLAINTIFFS, individually and collectively, have complained repeatedly to Defendants about the defects affecting the habitability of the Premises.

46. Defendants, and each of them, knew of defects directly and were informed of the defective conditions but failed to remediate the defects so as to render the Premises habitable.

47. When PLAINTIFFS complained about the PREMISES, they were subject to intimidation, harassment and threats of eviction by the Defendants in retaliation for their complaints.

48. PLAINTIFFS were made to pay excessive money without proper accounting while their services decreased, as detailed above.

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1 **FIRST CAUSE OF ACTION**

2 **Violation Of San Francisco Administrative Code § 37.10**

3 **(By All PLAINTIFFS As Against All DEFENDANTS)**

4 49. The allegations of the foregoing paragraphs are realleged and incorporated herein by
5 reference.

6 50. Section 37.10B of the San Francisco Administrative Code prohibits landlords or their
7 agents from engaging in certain conduct in bad faith. Those prohibited acts include:

- 8 a. Interrupting, terminating, or failing to provide housing services required by
9 contract or by State, County or local housing, health and safety laws;
- 10 b. Failing to perform repairs and maintenance required by contract or by State,
11 County or local housing, health or safety laws;
- 12 c. Interfering with a tenant's right to quiet use and enjoyment of a rental housing
13 unit as that right is defined by California law;
- 14 d. Influencing or attempting to influence a tenant to vacate a rental housing unit
15 through fraud, intimidation or coercion; and
- 16 e. Threaten the tenant, by word or gesture, with physical harm;
- 17 f. Violate any law which prohibits discrimination based on actual or perceived race,
18 gender, sexual preference, sexual orientation, ethnic background, nationality,
19 place of birth, immigration or citizenship status, religion, age, parenthood,
20 marriage, pregnancy, disability, AIDS or occupancy by a minor child;
- 21 g. Interfere with a tenants right to quiet use and enjoyment of a rental housing unit
22 as that right is defined by California law;
- 23 h. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment;
- 24 i. Interfere with a tenant's right to privacy;
- 25 j. Request information that violates a tenant's right to privacy, including but not
26 limited to residence or citizenship status or social security number;
- 27 k. Other repeated acts or omissions of such significance as to substantially interfere
28 with or disturb the comfort, repose, peace or quiet of any person lawfully entitled

1 to occupancy of such dwelling unit and that cause, are likely to cause, or are
2 intended to cause any person lawfully entitled to occupancy of a dwelling unit to
3 vacate such dwelling unit or to surrender or waive any rights in relation to such
4 occupancy.

5 51. In addition to their failure to remediate the above-listed problems, DEFENDANTS failed
6 to provide housing services as required by the lease and by Section 37.10B.

7 52. Further, DEFENDANTS failed to perform repairs and maintenance, as well as exercise
8 due diligence in completing repairs and maintenance, as they are required to do under the lease
9 and by Section 37.10B.

10 53. The above acts were committed in bad faith, without innocent motive and for reasons
11 unrelated to lawful management of the PREMISES.

12 54. DEFENDANTS and each of them intended in bad faith to, and subsequently did,
13 consciously and intentionally violate PLAINTIFFS' rights under Section 37.10B of the
14 Ordinance, including by failing and refusing to promptly and diligently perform legally-required
15 repairs and maintenance to the PREMISES, and by violating the PLAINTIFFS' quiet enjoyment
16 rights.

17 55. As a direct, proximate and foreseeable result of DEFENDANTS' misconduct, Plaintiffs
18 have suffered damages in an amount to be proven at trial.

19 56. Pursuant to Section 37.10B(c)(5), PLAINTIFFS are entitled to damages for each and
20 every of DEFENDANTS' municipal code violations, detailed hereinabove, in the amount of not
21 less than three (3) times PLAINTIFFS' actual damages or damages in the sum of \$1,000.00 per
22 violation, whichever is greater.

23 57. As a result of DEFENDANTS' violations, PLAINTIFFS were required to retain legal
24 counsel to enforce his legal rights.

25 58. DEFENDANTS' acts were the direct and proximate cause of harm to PLAINTIFFS, in
26 amounts to be proven at trial.

27 59. Wherefore PLAINTIFFS pray for the damages stated below.
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(By All PLAINTIFFS As Against All DEFENDANTS)

61. San Francisco Administrative Code Section 37.11A prohibits landlords or their agents from engaging in certain conduct, including without limitation the charging of rent in amounts exceeding the limitations set forth in Chapter 37 and acting to prevent a tenant from acquiring rights under Chapter 37.

63. DEFENDANTS' violations constitute a nonconforming rent increase under the Residential Rent Stabilization and Arbitration Ordinance.

65. PLAINTIFFS are therefore entitled to recover the amounts of rent constituting a non-conforming rent increase under Chapter 37, and to recover the reasonable attorney fees incurred in so doing.

66. Wherefore PLAINTIFFS pray for the damages stated below.

Violation Of Statutes Under Civil Code Sections 1941.1, 1941.3, 1942.4, And Health and Safety Code Section 17920.3

67. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

68. The laws of the State of California, including but not limited to California Civil Code §§1941.1, 1941.3 and Health & Safety Code §17920.3 require Defendants to provide and maintain habitable PREMISES for PLAINTIFFS. By their acts and omissions as alleged hereinabove, Defendants, and each of them, violated Civil Code §§1941, 1941.3 and Health and Safety Code §17920.3.

69. In so doing, DEFENDANTS caused and proximately caused the damages and injuries to Plaintiffs complained of herein, entitling PLAINTIFFS to damages according to proof.

70. Further, DEFENDANTS were informed in writing by a public officer or employee who is responsible for the enforcement of housing laws of the above-enumerated dilapidations and substandard conditions; the conditions continued to exist and were not abated 35 days beyond date of service of the public officer's notice, and were not cause by acts or omissions of Plaintiffs.

71. As such, PLAINTIFFS are entitled to an award of special damages and the cost of their reasonable attorney fees as detailed in Civil Code §1942.4.

72. DEFENDANTS committed the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention of harassing PLAINTIFFS, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFFS' rights and safety. PLAINTIFFS are therefore entitled to recover punitive damages from DEFENDANTS in an amount according to proof.

FOURTH CAUSE OF ACTION

Violation Of Health & Safety Code § 13260 Et. Seq.

(By All PLAINTIFFS As Against All DEFENDANTS)

73. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

74. California Health and Safety Code §13260 et seq. obligates DEFENDANTS to install a carbon monoxide alarm device in each dwelling unit intended for human occupancy on or before January 1, 2013.

75. DEFENDANTS failed to install such devices on the PREMISES, and have not done so.

76. Under Health and Safety Code §17926, PLAINTIFFS are entitled to an award of actual damages of up to \$100, exclusive of court costs and attorney fees, according to proof.

FIFTH CAUSE OF ACTION

Retaliation In Violation Of Civil Code § 1942.5

(By All PLAINTIFFS As Against All DEFENDANTS)

77. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

78. California Civil Code §1942.5 makes it unlawful for a landlord to retaliate against tenants who complain about their housing tenantability with threats of eviction, causing a tenant to quit involuntarily, increasing the rent, or decreasing any services.

79. By their acts, DEFENDANTS violated Civil Code §1942.5, and did so in a manner that was fraudulent, oppressive, and malicious; PLAINTIFFS are entitled to an award of damages according to proof, to an award of punitive damages, and to an award of their reasonable attorney fees.

SIXTH CAUSE OF ACTION

Unfair Business Practices In Violation Of B&P § 17200

(By All PLAINTIFFS As Against All DEFENDANTS)

80. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

81. California Business & Professions Code §17200 makes it unlawful to engage in unlawful, unfair or fraudulent business acts or practices.

82. By the acts and omissions alleged hereinabove, DEFENDANTS engaged in business acts and practices which were variously unlawful, unfair, and fraudulent. PLAINTIFFS are entitled to the restoration of monies taken from them by these unlawful, unfair, and fraudulent business practices.

1 **SEVENTH CAUSE OF ACTION**

2 **BREACH OF CONTRACT**

3 **(By All PLAINTIFFS As Against All DEFENDANTS)**

4 83. The allegations of the foregoing paragraphs are realleged and incorporated herein by
5 reference.

6 84. PLAINTIFFS and DEFENDANTS had contracts and agreements, to wit, leases, the
7 essential terms of which were as follows: PLAINTIFFS for their part would pay an agreed-upon
8 sum for rent at an agreed-upon time. DEFENDANTS, for their part, would provide habitable
9 premises for PLAINTIFFS to occupy as residences.

10 85. PLAINTIFFS performed all terms of the contract or agreement which they were obliged
11 to perform, or PLAINTIFFS were excused from performing them.

12 86. DEFENDANTS breached the terms of the contract or agreement by failing to provide
13 habitable premises to the PLAINTIFFS in the manner otherwise detailed herein.

14 87. DEFENDANTS' breach gave rise to damages which PLAINTIFFS are entitled to
15 recover, according to proof.

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17 **EIGHTH CAUSE OF ACTION**

18 **Breach Of The Implied Warranty Of Habitability**

19 **(By All PLAINTIFFS As Against All DEFENDANTS)**

20 88. The allegations of the foregoing paragraphs are realleged and incorporated herein by
21 reference.

22 89. By renting the PREMISES to PLAINTIFFS, Defendants impliedly warranted to provide
23 and maintain those Premises in a habitable condition. Defendants owed a legal duty to
24 PLAINTIFFS to provide and maintain habitable PREMISES.

25 90. By committing the acts and omissions complained of above, DEFENDANTS breached
26 their duty.

27 91. DEFENDANTS' breach of their legal duty proximately caused the damages to
28 PLAINTIFFS complained of.

92. As a proximate result of DEFENDANTS' breach of their duty and unlawful acts against PLAINTIFFS, they suffered and continues to suffer damages in an amount according to proof.

93. DEFENDANTS committed the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention of harassing PLAINTIFFS, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFFS' rights and safety. PLAINTIFFS are therefore entitled to recover punitive damages from DEFENDANTS.

NINTH CAUSE OF ACTION

Negligence

(By All PLAINTIFFS As Against All DEFENDANTS)

94. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

95. DEFENDANTS by their relationship as landlords owed a duty of care to PLAINTIFFS. Defendants by their acts and omissions detailed above breached their duty of care to PLAINTIFFS.

96. DEFENDANTS' breach of their duty of care directly and proximately caused the damages, entitling Plaintiffs to recover damages according to proof.

TENTH CAUSE OF ACTION

Nuisance

(By All PLAINTIFFS As Against All DEFENDANTS)

97. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

98. Defendants created a nuisance at the PREMISES interfering with PLAINTIFFS' use and enjoyment of the PREMISES by allowing drug use and other activities, criminal or otherwise disruptive, discussed hereinabove to exist after being informed of their existence and being given an ample opportunity to correct these conditions.

1 99. The aforementioned conditions were harmful to PLAINTIFFS' health, offensive to
2 PLAINTIFFS' senses, and obstructed the free use of the property so as to infer with the
3 comfortable enjoyment of the property.

4 100. PLAINTIFFS made numerous complaints to all DEFENDANTS regarding the
5 uninhabitable conditions of PLAINTIFFS' units and DEFENDANTS failed and refused to
6 remedy the conditions.

7 101. As a direct and proximate result of the aforementioned conditions on the subject premises
8 PLAINTIFFS were reasonably annoyed and/or disturbed by the condition of each of their
9 respective units.

10 102. Furthermore, PLAINTIFFS were harmed by these conditions and incurred out of pocket
11 expenses, suffered emotional distress, and did not receive the full benefit of Plaintiffs' home.

12 103. The harm to PLAINTIFFS outweighs any potential benefits, if any exist, of
13 DEFENDANTS' conduct.

14 104. As a direct and proximate cause of DEFENDANTS' failures. PLAINTIFFS suffered
15 damages as specified in this complaint.

16 105. DEFENDANTS are liable to PLAINTIFFS for damages caused thereby, in an amount
17 according to proof at trial.

18 **EXEMPLARY DAMAGE ALLEGATION**

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20 106. The allegations of the above paragraphs are incorporated herein by reference.

21 107. Defendants acted to cause injury or was despicable and undertaken with a willful and
22 knowing disregard of the rights or safety of others in that their persistent failure to maintain
23 minimal standards of habitability in the PREMISES – even after multiple, repeated notices from
24 PLAINTIFFS to do so – reflects awareness of the probable dangerous consequences of their
25 conduct, which they deliberately failed to avoid; additionally, their disregard is shown by their
26 retaliatory actions against PLAINTIFFS in blatant contravention of law and in a fashion which
27 caused PLAINTIFFS unnecessary and gratuitous hardship.

28 108. Defendants acted maliciously within the meaning of section 3294.

1 109. DEFENDANTS conduct was such as to intentionally misrepresent and conceal material
2 facts in a fashion intending to cause harm to PLAINTIFFS, in that DEFENDANTS represented
3 to PLAINTIFFS their intention to provide them clean, habitable units for the their use.

4 110. Additionally, DEFENDANTS acted fraudulently towards PLAINTIFFS' payors in
5 misrepresenting the units as habitable when in fact they were not.

6 111. DEFENDANTS acted fraudulently within the meaning of section 3294.

7 112. DEFENDANTS' conduct as detailed above was thus malicious, fraudulent, and
8 oppressive within the meaning of California Civil Code § 3294.

9 113. Accordingly, PLAINTIFFS should recover, in addition to all compensatory damages,
10 exemplary damages to deter similar conduct in the future, make an example of DEFENDANTS,
11 and punish DEFENDANTS.

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13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFFS pray for judgment as follows:

- 15 A. For general and special damages according to proof;
16 B. For statutory damages;
17 C. That DEFENDANTS be ordered to abate all conditions which cause the nuisance;
18 D. That DEFENDANTS be enjoined from occupying the Property and/or allowing the
19 Property to be occupied until such time as the building on the Property is brought up
20 to code or demolished;
21 E. The recordation of an abstract of judgment in this case constitutes a prior lien that
22 may be held on the PREMISES by any DEFENDANTS to this action.
23 F. Prejudgment interest, unless duplicative of relief obtained under other causes of
24 action;
25 G. For attorney's fees pursuant to statute including but not limited to California Civil
26 Codes §§1941.3, 1942.4 and available under the San Francisco Residential Rent
27 Stabilization Ordinance;
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1 H. That DEFENDANTS disgorge all wrongfully retained profits under Business and
2 Professions Code section 17200;

3 I. For punitive damages according to proof;

4 J. For any and all other relief which the Court deems proper and just.
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7 Dated: March 10, 2025

8 //Conrad Wu//

9 Conrad Wu
10 Attorney for Plaintiffs
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